

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

(1) SCOTTSDALE INSURANCE COMPANY, )

Plaintiff,

v.

(1) MICHAEL S. TOLLIVER; and,

(2) SANDRA L. TOLLIVER,

Defendants.

04CV 227H (M)

) Case No. \_\_\_\_\_

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COMPLAINT FOR DECLARATORY RELIEF

The Plaintiff, Scottsdale Insurance Company, pursuant to 28 U.S.C. § 2201, seeks declaratory relief determining its rights and responsibilities under an insurance policy issued to Defendants, Michael S. Tolliver and Sandra L. Tolliver, as more specifically set forth below.

PARTIES

1. Scottsdale Insurance Company brings this action pursuant to 28 U.S.C. § 1332.

2. The Plaintiff, Scottsdale Insurance Company, is a corporation organized and existing under the rules of the State of Delaware with its principal place of business in Scottsdale, Arizona.

3. The Defendants are residents of Tulsa, Oklahoma.

FILED  
MAR 19 2004  
Phil Lombardi, Clerk  
U.S. DISTRICT COURT

Mail  
Searched  
Indexed  
CJS  
RBS/T

JURISDICTION

4. The amount in controversy exceeds Seventy-Five Thousand Dollars (\$75,000.00), exclusive of interest and costs; thus, jurisdiction is proper under 28 U.S.C. § 1332.

COUNT FOR DECLARATORY RELIEF

5. An actual controversy has arisen between the parties, which is summarized as follows:

- A. On or about September 23, 2002, Sandra L. Tolliver made Application for a Policy of Insurance with the Plaintiff to cover a house located 1735 E. 31<sup>st</sup>, Tulsa, Oklahoma. (The Application is attached hereto and marked as Exhibit "A").
- B. The Application requests loss history and the only loss noted was a 2001 hail damage loss.
- C. Based on and in reliance of the Application, Plaintiff issued an insurance policy on September 24, 2002, insuring the structure at 1735 E. 31<sup>st</sup>, Tulsa, Oklahoma. (The Insurance Policy is attached hereto and marked as Exhibit "B").
- D. On March 28, 2002, the structure referenced above and insured by the Plaintiff was totally destroyed secondary to a fire.

E. On July 21, 2003, the Examinations Under Oath were undertaken of the insureds, Michael S. Tolliver and Sandra L. Tolliver.

F. At the Examinations Under Oath, the Plaintiff learned for the first time that the Defendants had sustained at least three (3) prior fire losses to property they owned.

4. Had the Plaintiff been aware of the prior losses, it would have declined the Application and refused to underwrite the risk.

5. It was based upon the material misrepresentation contained in the Application, signed by Sandra L. Tolliver, that the Plaintiff issued its policy of insurance to the Defendants.

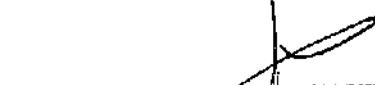
6. This suit is brought for Declaratory Judgment to determine the rights of the parties to the insurance policy and to rescind the same pursuant to 28 U.S.C. §§ 2201 and 2202.

WHEREFORE, Plaintiff, Scottsdale Insurance Company, respectfully requests this Court to:

- A. Enter judgment declaring the rights and obligations of each of the parties with regard to this dispute;
- B. Enter judgment declaring that Scottsdale Insurance Company has no duty to indemnify the Defendants for their loss under the policy;

- C. Enter judgment rescinding the insuring agreement based upon the material misrepresentations of the Defendants;
- D. Award costs and attorney fees for this action; and, for such other and further relief as this Court deems appropriate.

Respectfully submitted,

  
RICHARD M. HEALY, P.C., OBA #4030  
Kline, Kline, Elliott, Castleberry  
& Bryant, P.C.  
720 N.E. 63<sup>rd</sup> Street  
Oklahoma City, Oklahoma 73105  
Facsimile No.: (405) 842-4539  
Telephone No.: (405) 848-4448

ATTORNEY FOR PLAINTIFF

# **ACORD™ DWELLING FIRE APPLICATION**

DATE  
1-22

PRODUCER		APPLICANT'S NAME AND MAILING ADDRESS (Include county & ZIP +4)					
SOUTHWEST GEN. INS. AGENCY, INC. 3805 S. 79th E. AVE. TULSA, OKLAHOMA 74145		Michael & Sandra Tolliver P O Box 14271 Tulsa, OK 74199					
		NAIC CODE	FACILITY CO.				
		POLICY #					
CODE: 190513	SUBCODE:	YRS AT THIS RES <i>9</i>	CO/PLAN <i>Scattered Dually</i>	HOME PHONE # <i>(918) 488-8922</i>			
AGENCY CUSTOMER ID		EFFECTIVE DATE <i>9-24-02</i>	EXPIRATION DATE <i>9-24-03</i>	BUSINESS PHONE #			
APPLICANT INFORMATION		YRS AT PREV ADDR	LOCATION OF PROPERTY IF DIFF FROM ABOVE (Inc county & ZIP)				
PREVIOUS ADDRESS (If less than 3 years) 3445 E 78th St. Tulsa, OK 74136			1735 E 31st Tulsa, OK 74105 Tulsa Co.				
APPLICANT'S OCCUPATION (State nature of business if self-employed) Real Estate Investor	APPLICANT'S EMPLOYER NAME AND ADDRESS Self-Employed	YEARS IN CURR OCC <i>10</i>	YEARS W/ CURR EMPL <i>-</i>	YEARS W/ PRIOR EMPL <i>-</i>	MAR STAT <i>M</i>	DATE OF BIRTH <i>2-12-91</i>	SOCIAL SECURITY # <i>551-76-5788</i>
CO-APPLICANT'S OCCUPATION (State nature of business if self-employed) Attorney	CO-APPLICANT'S EMPLOYER NAME AND ADDRESS Self-Employed	YEARS IN CURR OCC <i>17</i>	YEARS W/ CURR EMPL <i>10</i>	YEARS W/ PRIOR EMPL <i>7</i>	MAR STAT <i>M</i>	DATE OF BIRTH <i>8-12-61</i>	SOCIAL SECURITY # <i>440-48-5533</i>
HOW LONG HAVE YOU KNOWN THE APPLICANT?			DATE AGENT LAST INSPECTED PROPERTY				

#### **COVERAGES/LIMITS OF LIABILITY**

FORM	DWELLING	OTHER STRUCTURES	PERSONAL PROPERTY	LOSS OF USE	PERSONAL LIABILITY EACH OCCURRENCE	MEDICAL PAYMENTS EACH PERSON	<input checked="" type="checkbox"/> ALL PERIL	2500
<i>Dwelling</i>	\$ 260,000	\$ -	\$ -	\$ -	\$ 100,000	\$ -	<input type="checkbox"/> WIND/HAIL	

\* Not Applicable in NC

## **ENDORSEMENTS**

<input type="checkbox"/> REPLACEMENT COST DWELLING	<input type="checkbox"/> REPLACEMENT COST CON-	<i>L</i>	<i>your quote of 9-17-02</i>	EST TOTAL PREMIUM \$ 3360.00 DEPOSIT S. BALANCE
ENTER OTHER ENDORSEMENT(S)				

## **PAYMENT PLAN**

**ACORD 610 Attached (NOT APPLICABLE IN NC)**

ACCOUNT #:							MAIL POLICY TO:
BILLING	IF DIRECT BILL:			IF APPLICANT BILL:			
<input checked="" type="checkbox"/> DIRECT BILL	<input type="checkbox"/> BILL APPLICANT	<input type="checkbox"/> OTHER:		<input type="checkbox"/> FULL PAY	<input type="checkbox"/> OTHER:		<input checked="" type="checkbox"/> AGENT
<input checked="" type="checkbox"/> AGENCY BILL	BILL MORTGAGEE						<input type="checkbox"/> APPLICANT
							<input type="checkbox"/> OTHER:

## RATING/UNDERWRITING

X	FRAME MASONRY MASONRY VENEER ALUMINUM SIDING	PLASTIC SIDING ASBESTOS SIDING FIRE RES	YR BUILT 1936	# ROOMS 5	MARKET VALUE \$ 292,000	STRUCTURE TYPE DWELLING APART CONDOS CO-OP	USAGE TYPE PRIMARY SECONDARY SEASONAL VACANT	FARM COC UNOCC	# FAM- ILIES 1	# HSEHLD- RES 1	PURCHASE DATE/PRICE 7/02 \$ 292,000	
			SQ FT 3050	# APTS.	REPLACEMENT COST \$ 350,000	TOWNHOUSE ROWHOUSE						
NUMBER OF FIRE DIVS		TERI CODE	PREM GROUP	PROTECT CLASS	DISTANCE TO HYDRANT 150 FT	DISTANCE TO FIRE STATION 1 1/2 MI	PROTECTION DEVICE TYPE		HEAT TYPE	RENOVATION TYPE		
				3			SYSTEM CENTRAL	SMOKE X	TEMP X	BURGLAR X	PRIMARY: Central Gas SECONDARY: None	WIRING PLUMBING HEATING ROOFING
FIRE/EC RATE:		FIRE DISTRICT/CODE NUMBER Tulsa					DIRECT LOCAL			OIL STORAGE TANK LOCATION NA	EXTERIOR PAINT	

DWELLING LOCATION		OCCUPIED BY		<input checked="" type="checkbox"/> DEADBOLT	<input checked="" type="checkbox"/> VISIBLE TO NEIGHBORS	SPRINKLER	SWIMMING POOL	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	STORM SHUTTERS	
<input checked="" type="checkbox"/> WITHIN CITY LIMITS		<input type="checkbox"/> WITHIN PROT. SUBURB		<input checked="" type="checkbox"/> OWNER	HOUSEKEEPING CONDITION <i>Good</i>		<input type="checkbox"/> PARTIAL	<input checked="" type="checkbox"/> APPROVED FENCE	<input type="checkbox"/> ABOVE GROUND	<input type="checkbox"/> YES	<input type="checkbox"/> A
<input type="checkbox"/> WITHIN PROD. DIST.		<input type="checkbox"/> TENANT		<input checked="" type="checkbox"/> FIRE EXTINGUISHER			<input type="checkbox"/> FULL	<input checked="" type="checkbox"/> DIVING BOARD	<input type="checkbox"/> IN-GROUND	<input type="checkbox"/> NO	<input type="checkbox"/> B
CODE INSPECTED?		TAX CODE		RATING	OCCUPIED DAILY?	# WKS RENTED	WIND CLASS	SEMI-RESISTIVE	ROOF TYPE	FOUNDATION	CLOSED
<input type="checkbox"/> YES		<input type="checkbox"/> NO		CLASS	SPEC	<input checked="" type="checkbox"/> YES	NO	RESISTIVE	OTHER	OPEN	NONE
IF REPLACEMENT COST APPLIES: ACORD 40 41 42 ATTACHED RATING CREDITS MANNED SECURITY OFF PREMISES THEFT EXCL OTHER											
BASEMENT		GARAGE		BREEZEWAY		<input checked="" type="checkbox"/> NON-SMOKER	Exhibit "A"		FIREPLACES		
SQ FT		SQ FT		SQ FT		<input checked="" type="checkbox"/> LIGHTNING PROTECTION			CHIMNEYS		

## DWELLING POLICY DECLARATIONS

New Policy

Page 1



SCOTTSDALE INSURANCE COMPANY®

8877 North Gainey Center Drive, Scottsdale, Arizona 85258

1-800-423-7675 (Outside Arizona)

A STOCK COMPANY

Policy Number

DFS0459129

Named Insured and Mailing Address:

MICHAEL & SANDRA TOLLIVER  
PO BOX 14271  
TULSA, OK 74159

General Agent: Westphalen, Bradley &amp; James, Inc.

Producer: SOUTHWEST GENERAL INS AGCY INC  
3805 S. 79th E. Ave.  
Tulsa, OK 74145  
190513

Policy Period: From 09/24/2002 to 09/24/2003 12:01 A.M. Standard Time at the Described Location

This insurance applies to the Described Location, Coverage for which a Limit of Liability or Premium is shown and Perils Insured Against for which a Premium is stated.

The Described Location # 1 of 1: 1735 E 31ST, TULSA, OK 74105

## Property Coverages:

## Limits of Liability

## Premiums

## Extended

A - Dwelling

\$ 260,000

\$ 1,964

\$ 842

## Additional Perils Insured Against:

Vandalism or Malicious Mischief

## Limits of Liability

## Premiums

\$ 260

Refer to Property Coverages

## Liability Coverages:

## Limits of Liability

## Premiums

\$ 53

L - Premises Liability

\$ 100,000

M - Medical Payments

Not Covered

## Location Total Premium:

\$ 3,119.00

In case of loss under this policy we cover only that part of the loss over the deductible stated for this location.

Property Deductible(s): \$ 2,500 All Other Perils

\$ 2,500 Wind/Hail Ded

Forms and endorsements made a part of this policy for this location:

DFS-D-1LP (1-96), DP0001 (7-88), DP0135 (11-99), DP0536 (1-02), DPS-J-1 (5-96), FS-18 (11-86), IL0179 (4-94)  
NOTS0133CW (10-01), UTS-292g (7-01), UTS-39 (6-90), UTS-9g (5-96), DL2401 (7-88), DL2408 (1-02)  
DL2411 (7-88), DL2416 (7-88), DL2535 (10-94), DPS-5 (9-96), UTS-137g (7-99), UTS-32g (4-95), UTS-74g (8-95)  
UTS-85g (2-98)

Policy Totals:

Total Premium for all Locations: \$ 3,119.00

Billed To: Agent

Policy Fee: \$ 50.00

No Flat Cancellations

Surplus Lines Tax: \$ 190.14

Total Policy Premium: \$ 3,359.14

Minimum Earned Premium: \$ 35.00

THESE DECLARATIONS TOGETHER WITH THE POLICY JACKET, DWELLING FORM, AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

This contract is not subject to the protection of the guaranty association in the event of liquidation or receivership.

SOUTHWEST GENERAL

OCT 10 2002

TAF/VDB

10/03/2002

Countersignature

DFS-D-1LP(1-96)

PRODUCING AGENT COPY

Exhibit "B"

Authorized Representative

of

DWELLING POLICY DECLARATIONS

New Policy

Page 2



SCOTTSDALE INSURANCE COMPANY®

8877 North Gainey Center Drive, Scottsdale, Arizona 85258

1-800-423-7675 (Outside Arizona)

A STOCK COMPANY

Policy Number

**DFS0459129**

Named Insured and Mailing Address:

MICHAEL & SANDRA TOLLIVER  
PO BOX 14271  
TULSA, OK 74159

General Agent: Westphalen, Bradley & James, Inc.

Producer: SOUTHWEST GENERAL INS AGCY INC  
3805 S. 79th E. Ave.  
Tulsa, OK 74145  
190513

Policy Period: From 09/24/2002 to 09/24/2003 12:01 A.M. Standard Time at the Described Location

The described location covered by this policy:

Location # 1 of 1: 1735 E 31ST, TULSA, OK 74105

Rating Information:

Occupancy: Tenant

Protection Class: 3

Construction: FRAME

No. of Families: 1

Year Built: 1936

Square Feet: 3050

Woodstove: N

TAF/VDB

10/03/2002

Countersignature

Authorized Representative

DFS-D-1LP(1-96)

PRODUCING AGENT COPY



# SCOTTDALE INSURANCE COMPANY

ENDORSEMENT  
NO. \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (STANDARD TIME)					INSURED	AGENCY AND CODE
	MO.	DAY	YR.	12:01 A.M.	NOON		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due under this policy, the Company at the request of the Insured (or reinsured), will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give the Court jurisdiction. All matters which arise will be determined in accordance with the law and practice of the Court. In a suit instituted against any one of them under this contract, the Company agrees to abide by the final decision of the Court or of any Appellate Court in the event of an appeal.

Pursuant to any statute of any state, territory or district of the United States of America which makes a provision, the Company will designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured (or reinsured) or any beneficiary arising out of this contract of insurance (or reinsurance).

The officer named below is authorized and directed to accept service of process on behalf of the Company:

Commissioner of Insurance  
1910 North Walnut Street

Oklahoma City, OK, 73152-3408

Having accepted service of process on behalf of the Company, the officer is authorized to mail the process or a true copy to:

Michael L. Horsman  
8877 N. Gainey Center Drive Scottsdale, AZ 85258

AUTHORIZED REPRESENTATIVE

DATE

We do cover vehicles or conveyances not subject to motor vehicle registration which are:

- a. used to service the Described Location; or
- b. designed for assisting the handicapped;
5. watercraft, other than rowboats and canoes;
6. data, including data stored in:
  - a. books of account, drawings or other paper records; or
  - b. electronic data processing tapes, wires, records, discs or other software media.
- However, we do cover the cost of blank recording or storage media, and of pre-recorded computer programs available on the retail market;
7. credit cards or fund transfer cards.

If you remove personal property from the Described Location to a newly acquired principal residence, the Coverage C limit of liability will apply at each residence for the 30 days immediately after you begin to move the property there. This time period will not extend beyond the termination of this policy. Our liability is limited to the proportion of the limit of liability that the value at each residence bears to the total value of all personal property covered by this policy.

#### **COVERAGE D – Fair Rental Value**

If a loss to property described in Coverage A, B or C by a Peril Insured Against under this policy makes that part of the Described Location rented to others or held for rental by you unfit for its normal use, we cover its:

**Fair Rental Value**, meaning the fair rental value of that part of the Described Location rented to others or held for rental by you less any expenses that do not continue while that part of the Described Location rented or held for rental is not fit to live in.

Payment will be for the shortest time required to repair or replace that part of the Described Location rented or held for rental.

If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this policy, we cover the Fair Rental Value loss for no more than two weeks.

The periods of time referenced above are not limited by the expiration of this policy.

We do not cover loss or expense due to cancellation of a lease or agreement.

#### **OTHER COVERAGES**

- 1. Other Structures.** You may use up to 10% of the Coverage A limit of liability for loss by a Peril Insured Against to other structures described in Coverage B.

Payment under this coverage reduces the Coverage A limit of liability by the amount paid for the same loss.

- 2. Debris Removal.** We will pay your reasonable expense for the removal of:

- a. debris of covered property if a Peril Insured Against causes the loss; or
- b. ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

Debris removal expense is included in the limit of liability applying to the damaged property.

- 3. Improvements, Alterations and Additions.** If you are a tenant of the Described Location, you may use up to 10% of the Coverage C limit of liability for loss by a Peril Insured Against to improvements, alterations and additions, made or acquired at your expense, to that part of the Described Location used only by you.

Payment under this coverage reduces the Coverage C limit of liability by the amount paid for the same loss.

Dwelling Property 1  
Basic Form  
Ed. 7-88

## AGREEMENT

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

## DEFINITIONS

In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We," "us" and "our" refer to the Company providing this insurance.

## COVERAGES

This Insurance applies to the Described Location, Coverages for which a Limit of Liability is shown and Perils Insured Against for which a Premium is stated.

### COVERAGE A – Dwelling

We cover:

1. the dwelling on the Described Location shown in the Declarations, used principally for dwelling purposes, including structures attached to the dwelling;
2. materials and supplies located on or next to the Described Location used to construct, alter or repair the dwelling or other structures on the Described Location; and
3. if not otherwise covered in this policy, building equipment and outdoor equipment used for the service of and located on the Described Location.

This coverage does not apply to land, including land on which the dwelling is located.

### COVERAGE B – Other Structures

We cover other structures on the Described Location, set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.

This coverage does not apply to land, including land on which the other structures are located.

We do not cover other structures:

1. used in whole or in part for commercial, manufacturing or farming purposes; or
2. rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage.

### COVERAGE C – Personal Property

We cover personal property, usual to the occupancy as a dwelling and owned or used by you or members of your family residing with you while it is on the Described Location. At your request, we will cover personal property owned by a guest or servant while the property is on the Described Location.

**Property Not Covered. We do not cover:**

1. accounts, bank notes, bills, bullion, coins, currency, deeds, evidences of debt, gold other than goldware, letters of credit, manuscripts, medals, money, notes other than bank notes, passports, personal records, platinum, securities, silver other than silverware, tickets and stamps;
2. animals, birds or fish;
3. aircraft and parts. Aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo;
4. motor vehicles or all other motorized land conveyances. This includes:
  - a. their equipment and accessories; or
  - b. any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures which is operated by power from the electrical system of motor vehicles or all other motorized land conveyances, including:
    - (1) accessories or antennas; or
    - (2) tapes, wires, records, discs or other media for use with any such device or instrument; while in or upon the vehicle or conveyance.

- 4. World-Wide Coverage.** You may use up to 10% of the Coverage C limit of liability for loss by a Peril Insured Against to property covered under Coverage C while anywhere in the world. This coverage does not apply to property of guests or servants or to rowboats or canoes.

Payment under this coverage reduces the Coverage C limit of liability by the amount paid for the same loss.

- 5. Rental Value.** You may use up to 10% of the Coverage A limit of liability for loss of fair rental value as described in Coverage D. We will pay only 1/12 of this 10% for each month the rented part of the Described Location is unfit for its normal use.

Payment under this coverage reduces the Coverage A limit of liability by the amount paid for the same loss.

- 6. Reasonable Repairs.** In the event that covered property is damaged by an applicable Peril Insured Against, we will pay the reasonable cost incurred by you for necessary measures taken solely to protect against further damage. If the measures taken involve repair to other damaged property, we will pay for those measures only if that property is covered under this policy and the damage to that property is caused by an applicable Peril Insured Against.

This coverage:

- a. does not increase the limit of liability that applies to the covered property;
- b. does not relieve you of your duties, in case of a loss to covered property, as set forth in Condition 4.b.

- 7. Property Removed.** We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 5 days while removed.

This coverage does not change the limit of liability that applies to the property being removed.

- 8. Fire Department Service Charge.** We will pay up to \$500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against. We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.

This coverage is additional insurance. No deductible applies to this coverage.

## PERILS INSURED AGAINST

Unless the loss is excluded in the General Exclusions, we insure for direct physical loss to the property covered caused by:

**1A. Fire or lightning.**

**1B. Internal Explosion**, meaning explosion occurring in the dwelling or other structure covered on the Described Location or in a structure containing personal property covered.

Explosion does not mean:

- a. electric arcing;
- b. breakage of water pipes; or
- c. breakage or operation of pressure relief devices.

This peril does not include loss by explosion of steam boilers, or steam pipes, if owned or leased by you or operated under your control.

When a Premium for Extended Coverage is shown in the Declarations, Perils 2 through 8 are made part of Perils Insured Against.

**2. Windstorm or hail.**

This peril does not include loss:

- a. to the inside of a building or the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening; or
- b. to the following property when outside of the building:
  - (1) awnings, signs, radio or television antennas or aerials including lead-in wiring, masts or towers; or
  - (2) canoes and rowboats.

**3. Explosion.**

This peril does not include loss by explosion of steam boilers or steam pipes, if owned or leased by you or operated under your control.

Explosion does not mean:

- a. electric arcing;
- b. breakage of water pipes; or
- c. breakage or operation of pressure relief devices.

This peril replaces Peril 1B.

**4. Riot or civil commotion.**

**5. Aircraft**, including self-propelled missiles and spacecraft.

**6. Vehicles.**

This peril does not include loss:

- a. caused by a vehicle owned or operated by you or a resident of the Described Location; or
- b. caused by any vehicle to fences, driveways and walks.

**7. Smoke**, meaning sudden and accidental damage from smoke.

This peril does not include loss caused by smoke from fireplaces or from agricultural smudging or industrial operations.

**8. Volcanic Eruption** other than loss caused by earthquake, land shock waves or tremors.

When a Premium for Vandalism or Malicious Mischief is shown in the Declarations, the following is made part of Perils Insured Against.

**9. Vandalism or malicious mischief.**

This peril does not include loss:

- a. to glass or safety glazing material constituting a part of the building other than glass building blocks;
- b. by pilferage, theft, burglary or larceny, but we will be liable for damage to the building covered caused by burglars; or
- c. to property on the Described Location if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

## GENERAL EXCLUSIONS

**A.** We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

1. **Ordinance or Law**, meaning enforcement of any ordinance or law regulating the use, construction, repair, or demolition of a building or other structure, unless specifically provided under this policy.

2. **Earth Movement**, meaning earthquake including land shock waves or tremors before, during or after a volcanic eruption; landslide; mine subsidence mudflow; earth sinking, rising or shifting; unless direct loss by:

- a. fire; or
- b. explosion;

ensues and then we will pay only for the ensuing loss.

3. **Water Damage**, meaning:

- a. flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
- b. water which backs up through sewers or drains or which overflows from a sump; or
- c. water below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

Direct loss by fire or explosion resulting from water damage is covered.

4. **Power Failure**, meaning the failure of power or other utility service if the failure takes place off the Described Location. But, if a Peril Insured Against ensues on the Described Location, we will pay only for that ensuing loss.

5. **Neglect**, meaning your neglect to use all reasonable means to save and preserve property at and after the time of a loss.

6. **War**, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

7. **Nuclear Hazard**, to the extent set forth in the Nuclear Hazard Clause of the Conditions.

8. **Intentional Loss**, meaning any loss arising out of any act committed:

- a. by or at the direction of you or any person or organization named as an additional insured; and
- b. with the intent to cause a loss.

**B.** We do not cover loss to lawns, plants, shrubs or trees outside of buildings.

## CONDITIONS

- 1. Policy Period.** This policy applies only to loss which occurs during the policy period.
- 2. Insurable Interest and Limit of Liability.** Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:
  - a. for an amount greater than the interest of a person insured under this policy; or
  - b. for more than the applicable limit of liability.
- 3. Concealment or Fraud.** The entire policy will be void if, whether before or after a loss, you have:
  - a. intentionally concealed or misrepresented any material fact or circumstance;
  - b. engaged in fraudulent conduct; or
  - c. made false statements; relating to this insurance.
- 4. Your Duties After Loss.** In case of a loss to covered property, you must see that the following are done:
  - a. give prompt notice to us or our agent;
  - b.(1) protect the property from further damage;
  - (2) make reasonable and necessary repairs to protect the property; and
  - (3) keep an accurate record of repair expenses;
  - c. prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
  - d. as often as we reasonably require:
    - (1) show the damaged property;
    - (2) provide us with records and documents we request and permit us to make copies; and
    - (3) submit to examination under oath, while not in the presence of any other named insured, and sign the same;
  - e. send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
- (1) the time and cause of loss;
- (2) your interest and that of all others in the property involved and all liens on the property;
- (3) other insurance which may cover the loss;
- (4) changes in title or occupancy of the property during the term of the policy;
- (5) specifications of damaged buildings and detailed repair estimates;
- (6) the inventory of damaged personal property described in 4c;
- (7) receipts for additional living expenses incurred and records that support the fair rental value loss.
- 5. Loss Settlement.** Covered property losses are settled at actual cash value at the time of loss but not more than the amount required to repair or replace the damaged property.
- 6. Loss to a Pair or Set.** In case of loss to a pair or set we may elect to:
  - a. repair or replace any part to restore the pair or set to its value before the loss; or
  - b. pay the difference between actual cash value of the property before and after the loss.
- 7. Glass Replacement.** Loss for damage to glass caused by a Peril Insured Against will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.
- 8. Appraisal.** If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the Described Location is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will:

- a. pay its own appraiser; and
- b. bear the other expenses of the appraisal and umpire equally.

9. **Other Insurance.** If property covered by this policy is also covered by other fire insurance, we will pay only the proportion of a loss caused by any peril insured against under this policy that the limit of liability applying under this policy bears to the total amount of fire insurance covering the property.
10. **Subrogation.** You may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.  
If an assignment is sought, the person insured must sign and deliver all related papers and cooperate with us.
11. **Suit Against Us.** No action can be brought unless the policy provisions have been complied with and the action is started within one year after the date of loss.
12. **Our Option.** If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with like property.
13. **Loss Payment.** We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:
  - a. reach an agreement with you;
  - b. there is an entry of a final judgment; or
  - c. there is a filing of an appraisal award with us.
14. **Abandonment of Property.** We need not accept any property abandoned by you.

#### 15. Mortgage Clause.

The word "mortgagee" includes trustee.

If a mortgagee is named in this policy, any loss payable under Coverage A or B will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.

If we deny your claim, that denial will not apply to a valid claim of the mortgagee. If the mortgagee:

- a. notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
- b. pays any premium due under this policy on demand if you have neglected to pay the premium; and
- c. submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Policy conditions relating to Appraisal, Suit Against Us and Loss Payment apply to the mortgagee.

If we decide to cancel or not to renew this policy, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.

If we pay the mortgagee for any loss and deny payment to you:

- a. we are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
- b. at our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

16. **No Benefit to Bailee.** We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this policy.

#### 17. Cancellation.

- a. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.

- b. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

- (1) When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
- (2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.
- (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:
  - (a) if there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
  - (b) if the risk has changed substantially since the policy was issued.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

- (4) When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.

- c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

- d. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

18. **Non-Renewal.** We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

19. **Liberalization Clause.** If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented through introduction of a subsequent edition of our policy.

20. **Waiver or Change of Policy Provisions.** A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

21. **Assignment.** Assignment of this policy will not be valid unless we give our written consent.

22. **Death.** If you die, we insure:

- a. your legal representatives but only with respect to the property of the deceased covered under the policy at the time of death;
- b. with respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

**23. Nuclear Hazard Clause.**

- a. "Nuclear Hazard" means any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
- b. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.
- c. This policy does not apply to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

**24. Recovered Property.** If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.

**25. Volcanic Eruption Period.** One or more volcanic eruptions that occur within a 72-hour period will be considered as one volcanic eruption.

DWELLING  
DP 01 35 11 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SPECIAL PROVISIONS – OKLAHOMA

### OTHER COVERAGES

11. In Forms DP 00 02 and DP 00 03, Glass or Safety Glazing Material is deleted and replaced by the following:

#### 11. Glass Or Safety Glazing Material

a. We cover:

- (1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window;
- (2) The breakage, caused directly by Earth Movement, of glass or safety glazing material which is part of a covered building, storm door or storm window; and
- (3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.

b. This coverage does not include loss:

- (1) To covered property which results because the glass or safety glazing material has been broken, except as provided in a.(3) above; or
- (2) On the Described Location if the dwelling has been vacant for more than 30 consecutive days immediately before the loss, except when the breakage results directly from Earth Movement as provided for in a.(2) above. A dwelling being constructed is not considered vacant.

Loss to glass covered under this Other Coverage 11. will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

This coverage does not increase the limit of liability that applies to the damaged property.

The following Other Coverage is added to all forms except DP 00 01. When you are a tenant of a Described Location covered under this policy, the words "covered building" used below, refer to property at such a Described Location covered under Other Coverage 3. Improvements, Alterations And Additions.

#### 12. Ordinance Or Law

a. The Ordinance Or Law limit of liability determined in b. or c. below will apply with respect to the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:

- (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
- (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
- (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.

b. If you are an owner of a Described Location, and that location:

- (1) Is insured for Coverage A or Unit-Owners Building Items, you may use up to 10% of the limit of liability that applies to Coverage A or Unit-Owners Building Items at each Described Location; or
- (2) Is not insured for Coverage A or Unit-Owners Building Items, you may use up to 10% of the total limit of liability that applies to Coverage B at each Described Location.

c. If you are a tenant of a Described Location, you may use up to 10% of the limit of liability that applies to Improvements, Alterations and Additions at each Described Location.

d. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in a. above.

e. We do not cover:

(1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or

(2) The costs to comply with any ordinance or law which requires you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants on any covered building or other structure.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This coverage is additional insurance.

#### GENERAL EXCLUSIONS

1. **Ordinance or Law** is deleted and replaced by the following:

1. **Ordinance Or Law**, meaning any ordinance or law:

a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion 1.a. in Form DP 00 02, A.1.a. in Form DP 00 01, and 1.a.(1) in Form DP 00 03, does not apply to the amount of coverage that may be provided under Other Coverages, Glass Or Safety Glazing Material or Ordinance Or Law;

b. The requirements of which result in a loss in value to property; or

c. Requiring you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This exclusion applies whether or not the property has been physically damaged.

(This is Exclusion A.1. in Form DP 00 01 and Exclusion 1.a. in Form DP 00 03.)

2. For all forms other than DP 00 01, Earth Movement is deleted and replaced by the following:

2. Earth Movement, meaning earthquake, including land shock waves or tremors before, during or after a volcanic eruption; landslide; mine subsidence; mudflow; earth sinking, rising or shifting; unless direct loss by:

a. Fire; or

b. Explosion;

ensues and then we will pay only for the ensuing loss.

(This is Exclusion 1.b. in Form DP 00 03.)

4. **Power Failure** is deleted and replaced by the following:

4. Power Failure, meaning the failure of power or other utility service if the failure takes place off the Described Location. But if the failure of power or other utility service results in a loss, from a Peril Insured Against on the Described Location, we will pay for the loss or damage caused by that Peril Insured Against.

(This is Exclusion 1.d. in Form DP 00 03.)

#### CONDITIONS

3. **Concealment or Fraud** is deleted and replaced by the following:

3. **Concealment Or Fraud**

With respect to all persons insured under this policy, we provide no coverage for loss if, whether before or after a loss, one or more persons insured under this policy have:

a. Intentionally concealed or misrepresented any material fact or circumstance;

b. Engaged in fraudulent conduct; or

c. Made false statements; relating to this insurance.

The following applies to Forms DP 00 02 and DP 00 03:

Under Paragraph 5. Loss Settlement, Item a. and the introductory statement of Item b. "Buildings under Coverage A or B at replacement cost without deduction for depreciation, subject to the following:" are deleted and replaced by the following:

a. Property of the following types:

- (1) Personal Property;
- (2) Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings;
- (3) Structures, including their roof surfacing, that are not buildings; and
- (4) Roof surfacing on structures that are buildings;

at actual cash value at the time of loss but not more than the amount required to repair or replace.

b. Buildings under Coverage A or B, except for their roof surfacing at replacement cost without deduction for depreciation, subject to the following:

The following applies to Form DP 00 01 when DP 00 08 is attached:

Under Paragraph 5. Loss Settlement, Item a. and the introductory statement of Item b. "Buildings under Coverage A or B" are deleted and replaced by the following:

a. Property of the following types:

- (1) Personal Property;
- (2) Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings;
- (3) Structures, including their roof surfacing, that are not buildings; and
- (4) Roof surfacing on structures that are buildings;

at actual cash value at the time of loss but not more than the amount required to repair or replace.

b. Buildings under Coverage A or B, except for their roof surfacing:

8. Appraisal is deleted and replaced by the following:

8. Appraisal

If you and we fail to agree on the amount of loss, either party may make written demand for an appraisal of the loss. In this event, only the party which demanded the appraisal will be bound by the results of that appraisal. Each party will choose a competent appraiser within 20 days after the written demand has been made. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, then, at the request of either you or us, after notice of hearing to the nonrequesting party by certified mail, the umpire shall be selected by a judge of a district court in the county where the loss occurred. The appraisers will separately set the amount of loss. If the appraisers submit a written report of agreement to us, the amount agreed upon will be the amount of loss and will be binding on that party which demanded the appraisal. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss and will be binding on that party which demanded the appraisal.

Each party will:

- a. Pay its own appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

11. Suit Against Us is deleted and replaced by the following:

11. Suit Against Us

No action can be brought unless the policy provisions have been complied with and the action is started within two years after the date of loss.

13. Loss Payment is deleted and replaced by the following:

13. Loss Payment

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment.

Loss will be payable:

- a. Within 60 days after we reach an agreement with you or there is a filing of an appraisal award with us; or
- b. Within 30 days after there is an entry of a final judgment.

The following Conditions are added:

**26. Our Duties After Loss**

It shall be our duty, after receiving a proof of loss, to submit a written offer of settlement or rejection of the claim, or notice of the need for more time to investigate the claim, to you within forty-five (45) days of receipt of the proof of loss.

All other provisions of this policy apply.

DWELLING  
DP 05 36 01 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION OF WAR AND TERRORISM

Under General Exclusions, Paragraph 6. War is replaced by the following:

6. War, including undeclared war, civil war, insurrection, rebellion, revolution warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

With respect to any action that comes within the terms of this exclusion and involves nuclear reaction or radiation, or radioactive contamination, this Exclusion 6. War supersedes Exclusion 7. Nuclear Hazard (Exclusion 1.g. in Form DP 00 03 and A.7. in Form DP 00 01) and Condition 23. Nuclear Hazard Clause.

(This is Exclusion 1.f. In Form DP 00 03 and A.6. in Form DP 00 01.)

Regardless of the amount of losses, the following exclusion is added and applies to any incident of terrorism:

- a. That involves the use, release or escape of nuclear materials, or that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
- b. That is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- c. In which pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

Except as provided in a., b. or c. above, the Terrorism Exclusion will only apply to an incident of terrorism in which the total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico and Canada exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of terrorism which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident.

The preceding paragraph describes the threshold used to measure the magnitude of an incident of terrorism and the circumstances in which the threshold will apply, for the purpose of determining whether the Terrorism Exclusion will apply to that incident. When the Terrorism Exclusion applies to an incident of terrorism, there is no coverage under this policy.

In the event of any incident of terrorism that is not subject to the Terrorism Exclusion, coverage does not apply to any element of loss that is otherwise excluded under this policy.

### TERRORISM EXCLUSION

We do not insure for loss caused directly or indirectly by terrorism, including action in hindering or defending against an actual or expected incident of terrorism. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

Terrorism means activities against persons, organizations or property of any nature:

a. That involves the following or preparation for the following:

- (1) Use or threat of force or violence; or
- (2) Commission or threat of a dangerous act; or
- (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

- (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

(2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

But with respect to any such activity that also comes within the terms of Exclusion 6. War, that exclusion supersedes this Terrorism Exclusion.

In the event of an incident of terrorism that involves nuclear reaction or radiation, or radioactive contamination, this Terrorism Exclusion supersedes Exclusion 7. Nuclear Hazard and Condition 23. Nuclear Hazard Clause.



SCOTTSDALE INSURANCE COMPANY®

**ENDORSEMENT  
NO.**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (STANDARD TIME)					INSURED	AGENCY AND CODE
	MO.	DAY	YR.	12:01	NOON		
				A.M.			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TOTAL OR CONSTRUCTIVE LOSS CLAUSE**

It is understood and agreed that in the event of a total loss or constructive total loss under the policy, the entire policy premium shall be earned in full and no return premium shall be due the named insured.

AUTHORIZED REPRESENTATIVE

DATE

IL 01 79 04 94

## OKLAHOMA NOTICE

The following statement is added to the policy:

**WARNING:**

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy, containing any false, incomplete or misleading information, is guilty of a felony.



SCOTTSDALE INSURANCE COMPANY®

Scottdale Indemnity Company

**SCOTTSDALE**

SURPLUS LINES INSURANCE COMPANY

**PRIVACY NOTICE**

**NEITHER THE U.S. BROKER(S) THAT HANDLED THIS  
INSURANCE NOR THE INSURER(S) THAT HAS (HAVE)  
UNDERWRITTEN THIS INSURANCE WILL DISCLOSE  
NONPUBLIC PERSONAL INFORMATION CONCERNING  
THE BUYER TO NONAFFILIATES OF THE BROKER(S)  
OR THE INSURER(S) EXCEPT AS PERMITTED BY LAW.**



SCOTTSDALE INSURANCE COMPANY®

**ENDORSEMENT  
NO.** \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**MOLD EXCLUSION  
(PERSONAL LINES)**

This policy does not provide coverage for any loss, damage, cost, claim, expense, "bodily injury," "property damage," or medical payments arising from or in any way involving, directly or indirectly, mold, fungi, mildew, spores, wet or dry rot, or similar organisms, regardless of cause.

The Company shall have no duty to investigate, defend, or indemnify any claim or "suit" seeking such damages.

AUTHORIZED REPRESENTATIVE

DATE


**SCOTTSDALE INSURANCE COMPANY®**
**ENDORSEMENT  
NO. \_\_\_\_\_**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **PROPERTY POLLUTION EXCLUSION**

It is agreed that there is no coverage whatsoever under this policy or any endorsement thereto, for any damage to property relating to the use, discharge, dispersal, seepage, release or escape of any pollutants nor is there any coverage for clean-up costs, correction costs, or any other costs or expenses relating in any way to the above, whether the costs are or will be incurred voluntarily or at the request, direction or instigation of anyone else.

There is no coverage for property damage arising out of the actual, alleged or threatened use, discharge, dispersal, seepage, migration, release or escape of pollutants:

- (1) at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;
- (2) at or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (3) which are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for any insured or any person or organization for whom any insured may be legally responsible;

(4) at or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:

- (a) if the pollutants are brought on or to the premises, site or location in connection with such operations, by such insured, contractor or subcontractor; or
- (b) if the operations are to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of pollutants

"Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to smoke, vapor, soot, fumes, acids, alkalies, asbestos, chemicals and waste.

Subparagraphs 1 and 4a do not apply to damage arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

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AUTHORIZED REPRESENTATIVE

DATE

**PERSONAL LIABILITY**  
DL 24 01 07 88

## **AGREEMENT**

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

## **DEFINITIONS**

In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We," "us" and "our" refer to the Company providing this insurance. In addition, certain words and phrases are defined as follows:

1. "bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
2. "business" includes trade, profession or occupation.
3. "insured" means you and residents of your household who are:
  - a. your relatives;
  - b. other persons under the age of 21 and in the care of any person named above;
  - c. with respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in 3a or 3b above. A person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner is not an "insured";
  - d. with respect to any vehicle to which this policy applies:
    - (1) persons while engaged in your employ or that of any person included in 3a or 3b above; or
    - (2) other persons using the vehicle on an "insured location" with your consent.
4. "insured location" means:
  - a. the "residence premises;"
  - b. the part of other premises, other structures and grounds used by you as a residence and:
    - (1) which is shown in the Declarations; or
    - (2) which is acquired by you during the policy period for your use as a residence;
  - c. any premises used by you in connection with a premises in 4a or 4b above;
  - d. any part of a premises:
    - (1) not owned by an "insured;" and
    - (2) where an "insured" is temporarily residing;
    - e. vacant land, other than farm land, owned by or rented to an "insured;"
    - f. land owned by or rented to an "insured" on which a one to four family dwelling is being built as a residence for an "insured;"
    - g. individual or family cemetery plots or burial vaults of an "insured;" or
    - h. any part of a premises occasionally rented to an "insured" for other than "business" use.
5. "occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:
  - a. "bodily injury;" or
  - b. "property damage."
6. "property damage" means physical injury to, destruction of, or loss of use of tangible property.
7. "residence employee" means:
  - a. an employee of an "insured" whose duties are related to the maintenance or use of the "residence premises," including household or domestic services; or
  - b. one who performs similar duties elsewhere not related to the "business" of an "insured."
8. "residence premises" means:
  - a. the one family dwelling, other structures, and grounds; or
  - b. that part of any other building, where you reside and which is shown as the "residence premises" in the Declarations.

"Residence premises" also means a two, three or four family dwelling where you reside in at least one of the family units and which is shown as the "residence premises" in the Declarations.

## LIABILITY COVERAGES

### COVERAGE L – PERSONAL LIABILITY

If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies, we will:

1. pay up to our limit of liability for the damages for which the "insured" is legally liable. Damages include prejudgment interest awarded against the "insured."
2. provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when the amount we pay for damages resulting from the "occurrence" equals our limit of liability.

### COVERAGE M – MEDICAL PAYMENTS TO OTHERS

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident

causing "bodily injury." Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees." As to others, this coverage applies only:

1. to a person on the "insured location" with the permission of an "insured;" or
2. to a person off the "insured location," if the "bodily injury":
  - a. arises out of a condition on the "insured location" or the ways immediately adjoining;
  - b. is caused by the activities of an "insured;"
  - c. is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured;" or
  - d. is caused by an animal owned by or in the care of an "insured."

## EXCLUSIONS

### 1. Coverage L-Personal Liability and Coverage M-Medical Payments to Others do not apply to "bodily injury" or "property damage."

- a. which is expected or intended by the "insured."
- b.(1) arising out of or in connection with a "business" engaged in by an "insured." This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed or implied to be provided because of the nature of the "business."
- (2) arising out of the rental or holding for rental of any part of any premises by an "insured." This exclusion does not apply to the rental or holding for rental of an "insured location":
  - (a) on an occasional basis if used only as a residence;
  - (b) in part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or

(c) in part, as an office, school, studio or private garage.

c. arising out of the rendering of or failure to render professional services.

d. arising out of a premises:

- (1) owned by an "insured;"
- (2) rented to an "insured;" or
- (3) rented to others by an "insured;" that is not an "insured location."

e. arising out of:

- (1) the ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an "insured;"
- (2) the entrustment by an "insured" of a motor vehicle or any other motorized land conveyance to any person; or
- (3) vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in paragraph (1) or (2) above.

This exclusion does not apply to:

- (1) a trailer not towed by or carried on a motorized land conveyance.

- (2) a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:
  - (a) not owned by an "insured;" or
  - (b) owned by an "insured" and on a "insured location."
- (3) a motorized golf cart when used to play golf on a golf course.
- (4) a vehicle or conveyance not subject to motor vehicle registration which is:
  - (a) used to service an "insured's" residence;
  - (b) designed for assisting the handicapped; or
  - (c) in dead storage on an "insured location."

f. arising out of:

- (1) the ownership, maintenance, use, loading or unloading of a watercraft described below;
- (2) the entrustment by an "insured" of a watercraft described below to any person; or
- (3) vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a watercraft described below.

Watercraft:

- (1) with inboard or inboard-outdrive motor power owned by an "insured;"
- (2) with inboard or inboard-outdrive motor power of more than 50 horsepower rented to an "insured;"
- (3) that are sailing vessels, with or without auxiliary power, 26 feet or more in length owned by or rented to an "insured;" or
- (4) powered by one or more outboard motors with more than 25 total horsepower if the outboard motor is owned by an "insured." But, outboard motors of more than 25 total horsepower are covered for the policy period if:
  - (a) you acquire them prior to the policy period and:
    - (i) you declare them at policy inception; or
    - (ii) your intention to insure is reported to us in writing within 45 days after you acquire the outboard motors.
  - (b) you acquire them during the policy period.

This exclusion does not apply while the watercraft is stored.

g. arising out of:

- (1) the ownership, maintenance, use, loading or unloading of an aircraft;

- (2) the entrustment by an "insured" of an aircraft to any person; or
- (3) vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an aircraft.

An aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo.

- h. caused directly or indirectly by war, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

- i. which arises out of the transmission of a communicable disease by an "insured."

- j. arising out of sexual molestation, corporal punishment or physical or mental abuse.

- k. arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

Exclusions d., e., f., and g. do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured."

2. Coverage L-Personal Liability, does not apply to:

a. liability:

- (1) for any loss assessment charged against you as a member of an association, corporation or community of property owners;

- (2) under any contract or agreement. However, this exclusion does not apply to written contracts:

- (a) that directly relate to the ownership, maintenance or use of an "insured location;" or

- (b) where the liability of others is assumed by the "insured" prior to an "occurrence;"

unless excluded in (1) above or elsewhere in this policy.

- b. "property damage" to property owned by the "insured."

- c. "property damage" to property rented to, occupied or used by or in the care of the "insured." This exclusion does not apply to "property damage" caused by fire, smoke or explosion.

d. "bodily injury" to any person eligible to receive any benefits:

- (1) voluntarily provided; or
- (2) required to be provided; by the "insured" under any:
  - (1) workers' compensation law;
  - (2) non-occupational disability law; or
  - (3) occupational disease law.

e. "bodily injury" or "property damage" for which an "insured" under this policy:

- (1) is also an insured under a nuclear energy liability policy; or
- (2) would be an insured under that policy but for the exhaustion of its limit of liability.

A nuclear energy liability policy is one issued by:

- (1) American Nuclear Insurers;
- (2) Mutual Atomic Energy Liability Underwriters;
- (3) Nuclear Insurance Association of Canada; or any of their successors.

f. "bodily injury" to you or an "insured" within the meaning of part a. or b. of "insured" as defined.

3. **Coverage M-Medical Payments to Others**, does not apply to "bodily injury."

a. to a "residence employee" if the "bodily injury:"

- (1) occurs off the "insured location;" and
- (2) does not arise out of or in the course of the "residence employee's" employment by an "insured."

b. to any person eligible to receive benefits:

- (1) voluntarily provided; or
- (2) required to be provided; under any:
  - (1) workers' compensation law;
  - (2) non-occupational disability law; or
  - (3) occupational disease law.

c. from any:

- (1) nuclear reaction;
- (2) nuclear radiation; or
- (3) radioactive contamination; all whether controlled or uncontrolled or however caused; or

(4) any consequence of any of these.

d. to any person, other than a "residence employee" of an "insured," regularly residing on any part of the "insured location."

## ADDITIONAL COVERAGES

We cover the following in addition to the limits of liability:

**1. Claim Expenses.** We pay:

- a. expenses we incur and costs taxed against an "insured" in any suit we defend;
- b. premiums on bonds required in a suit we defend, but not for bond amounts more than the limit of liability for Coverage L. We need not apply for or furnish any bond;
- c. reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$50 per day, for assisting us in the investigation or defense of a claim or suit;
- d. interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

**2. First Aid Expenses.** We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this policy. We will not pay for first aid to you or any other "insured."

**3. Damage to Property of Others.** We will pay, at replacement cost, up to \$500 per "occurrence" for "property damage" to property of others caused by an "insured."

We will not pay for "property damage:"

- a. caused intentionally by an "insured" who is 13 years of age or older;
- b. to property owned by an "insured;"
- c. to property owned by or rented to a tenant of an "insured" or a resident in your household; or
- d. arising out of:
  - (1) a "business" engaged in by an "insured;"
  - (2) any act or omission in connection with a premises owned, rented or controlled by an "insured," other than the "insured location;" or
  - (3) the ownership, maintenance or use of aircraft, watercraft or motor vehicles or all other motorized land conveyances.

This exclusion does not apply to a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and not owned by an "insured."

## CONDITIONS

1. **Limit of Liability.** Our total liability under Coverage L for all damages resulting from any one "occurrence" will not be more than the limit of liability for Coverage L as shown in the Declarations. This limit is the same regardless of the number of "insureds," claims made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence."

Our total liability under Coverage M for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the limit of liability for Coverage M as shown in the Declarations.

2. **Severability of Insurance.** This insurance applies separately to each "insured." This condition will not increase our limit of liability for any one "occurrence."

3. **Duties After Loss.** In case of an accident or "occurrence," the "insured" will perform the following duties that apply. You will help us by seeing that these duties are performed.

- a. give written notice to us or our agent as soon as is practical, which sets forth:
  - (1) the identity of the policy and "insured";
  - (2) reasonably available information on the time, place and circumstances of the accident or "occurrence," and
  - (3) names and addresses of any claimants and witnesses;
- b. promptly forward to us every notice, demand, summons or other process relating to the accident or "occurrence";
- c. at our request, help us:
  - (1) to make settlement;
  - (2) to enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
  - (3) with the conduct of suits and attend hearings and trials;
  - (4) to secure and give evidence and obtain the attendance of witnesses;
- d. under the coverage – Damage to Property of Others – submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in the "insured's" control;
- e. the "insured" will not, except at the "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury."

4. **Duties of an Injured Person-Coverage M-Medical Payments to Others.**

The injured person or someone acting for the injured person will:

- a. give us written proof of claim, under oath if required, as soon as is practical; and
- b. authorize us to obtain copies of medical reports and records.

The injured person will submit to physical examination by a doctor of our choice when and as often as we reasonably require.

5. **Payment of Claim-Coverage M-Medical Payments to Others.** Payment under this coverage is not an admission of liability by an "insured" or us.

6. **Suit Against Us.** No action can be brought against us unless there has been compliance with the policy provisions.

No one will have the right to join us as a party to any action against an "insured." Also, no action with respect to Coverage L can be brought against us until the obligation of the "insured" has been determined by final judgment or agreement signed by us.

7. **Bankruptcy of an Insured.** Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this policy.

8. **Other Insurance-Coverage L-Personal Liability.** This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

9. **Policy Period.** This policy applies only to "bodily injury" or "property damage" which occurs during the policy period.

10. **Subrogation.** An "insured" may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, an "insured" must sign and deliver all related papers and cooperate with us.

Subrogation does not apply to Medical Payments to Others or Damage to Property of Others.

PERSONAL LIABILITY  
DL 24 08 01 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION OF WAR AND TERRORISM

Under Definitions, the following definition is added:

"Terrorism" means activities against persons, organizations or property of any nature;

a. That involve the following or preparation for the following:

- (1) Use or threat of force or violence; or
- (2) Commission or threat of a dangerous act; or
- (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

- (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

Under Exclusions, Paragraph 1.h. is replaced by the following:

h. Caused, directly or indirectly by war or "terrorism", including the following and any consequence of any of the following:

- (1) Undeclared war, civil war, insurrection, rebellion or revolution; or
- (2) Warlike act by a military force or military personnel; or
- (3) Destruction, seizure or use for a military purpose; or
- (4) "Terrorism", including any action taken in hindering or defending against an actual or expected incident of "terrorism".

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

However, with respect to "terrorism", this exclusion only applies if one or more of the following are attributable to an incident of "terrorism":

- (1) The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any "terrorism" exclusions; or
- (2) Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - (a) Physical injury that involves a substantial risk of death; or
  - (b) Protracted and obvious physical disfigurement; or
  - (c) Protracted loss of or impairment of the function of a bodily member or organ; or
- (3) The "terrorism" involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
- (4) The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- (5) Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

Paragraphs (1) and (2), immediately preceding, describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether the Terrorism Exclusion will apply to that incident. When the Terrorism Exclusion applies to an incident of "terrorism", there is no coverage under this policy.

In the event of any incident of "terrorism" that is not subject to the Terrorism Exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this policy.

Multiple incidents of "terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

**PERSONAL LIABILITY**  
**DL 24 11 07 88**

**PREMISES LIABILITY**  
(Non-Owner Occupied Dwelling)

For the premium charged, the premises shown below are included in the definition of "insured location."

Coverage L - Personal Liability and Coverage M - Medical Payments to Others are restricted to apply only with respect to "bodily injury" and "property damage" arising out of the ownership, maintenance or use of the premises shown below.

Exclusion 1.b.(2) does not apply to the premises shown below.

**Location\***

- 1.
- 2.
- 3.
- 4.

**Number of Families\***

\*Entries may be left blank if shown elsewhere in this policy for this coverage.

All other provisions of this policy apply.

PERSONAL LIABILITY  
DL 24 16 07 88

**NO COVERAGE FOR**  
**HOME DAY CARE BUSINESS**

If an "insured" regularly provides home day care services to a person or persons other than "insureds" and receives monetary or other compensation for such services, that enterprise is a "business." Mutual exchange of home day care services, however, is not considered compensation. The rendering of home day care services by an "insured" to a relative of an "insured" is not considered a "business."

Therefore, with respect to a home day care enterprise which is considered to be a "business," this policy does not provide coverage, because a "business" of an "insured" is excluded under Exclusion 1.b.(1).

**THIS ENDORSEMENT DOES NOT CONSTITUTE A REDUCTION OF COVERAGE.**

**PERSONAL LIABILITY**  
**DL 25 35 10 94**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SPECIAL PROVISIONS – OKLAHOMA**

**EXCLUSIONS**

Under 1. Coverage L – Personal Liability and Coverage M – Medical Payments to Others, item a. is deleted and replaced by the following:

- a. Which is expected or intended by one or more "insureds";

**CONDITIONS**

The following condition is added:

**11. Concealment or Fraud.** We do not provide coverage to one or more "insureds" who, whether before or after a loss, have:

- a. Intentionally concealed or misrepresented any material fact or circumstance;
- b. Engaged in fraudulent conduct; or
- c. Made false statements;  
relating to this insurance.

All other provisions of this policy apply.



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT  
NO. \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER.	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LEAD CONTAMINATION EXCLUSION**

This endorsement excludes "occurrences" at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured which result in:

- a. Bodily injury arising out of the ingestion, inhalation or absorption of lead in any form;
- b. Property Damage arising from any form of lead;
- c. Any loss, cost or expense arising out of any request, demand or order that any insured or others test for,

monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead; or

- d. Any loss, cost or expense arising out of any claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.

AUTHORIZED REPRESENTATIVE

DATE



SCOTTDALE INSURANCE COMPANY®

**ENDORSEMENT  
NO.** \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **ASSAULT AND/OR BATTERY EXCLUSION**

This insurance does not apply to Bodily Injury, Property Damage or Personal and Advertising Injury (Personal Injury or Advertising Injury) arising from:

1. Assault and/or Battery committed by any insured, any employee of any insured, or any other person;
2. The failure to suppress or prevent Assault and/or Battery by any person in 1. above; or
3. The negligent:

- a. Employment;

- b. Investigation;
- c. Supervision;
- d. Reporting to the proper authorities, or failure to so report; or
- e. Retention of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by paragraphs 1 or 2 above.

AUTHORIZED REPRESENTATIVE

DATE



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT  
NO. \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OCCUPANCY ENDORSEMENT**

It is a condition of this policy that the described building must be occupied at the inception date of the policy. It is a further condition of this policy that any vacancy or unoccupancy of the described building after the inception date of the policy must be reported to the Company with thirty (30) days.

The Company shall not be liable for loss occurring while a described building, whether intended for occupancy by owner or tenant, is vacant, or unoccupied for more than sixty (60) consecutive days immediately before the loss.

AUTHORIZED REPRESENTATIVE

DATE



**SCOTTDALE INSURANCE COMPANY®**

**ENDORSEMENT  
NO. \_\_\_\_\_**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION**

In consideration of the premium charged, it is agreed that this policy does not apply to a claim of or indemnification for punitive or exemplary damages.

Punitive or exemplary damages also include any damages awarded pursuant to statute in the form of double, treble or other multiple damages in excess of compensatory damages.

If suit is brought against any insured for a claim falling within coverage provided under the policy, seeking both compensatory and punitive or exemplary damages, then the Company will afford a defense to such action; however, the Company will have no obligation to pay for any costs, interest or damages attributable to punitive or exemplary damages.

AUTHORIZED REPRESENTATIVE

DATE



SCOTTDALE INSURANCE COMPANY®

**ENDORSEMENT  
NO.**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ANIMAL EXCLUSION**

This policy does not provide coverage for:

**Bodily injury, property damage or medical payments to others, caused by any animal, whether owned or not owned by any insured.**

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AUTHORIZED REPRESENTATIVE

DATE